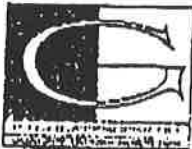


EXHIBIT A



P. H. GLATFELTER COMPANY

CORPORATE HEADQUARTERS / SPRING GROVE, PA 17362-0500 / (717) 236-4711

September 28, 1992

Mr. Bruce Baker
Director, Division of Water Resources
Wisconsin Department of Natural Resources
101 South Webster Street
Box 7021
Madison, WI 53707

Re: Letter Agreement Between the P. H. Glatfelter
Company and the Wisconsin Department of Natural
Resources Concerning the Little Lake Butte des
Morts Sediment Remediation Project -- Deposit A

Dear Mr. Baker:

This letter memorializes the agreement reached between the P. H. Glatfelter Company ("Glatfelter") and the Wisconsin Department of Natural Resources ("DNR") regarding completion of a remedial investigation ("RI") and feasibility study ("FS") for an area of sediments in Little Lake Butte des Morts ("LLBM") containing polychlorinated biphenyls ("PCBs") which we have called Deposit A. Both Glatfelter and DNR recognize certain benefits that may accrue from completion of an RI/FS consistent with the National Contingency Plan ("NCP"), 40 C.F.R. pt. 300, and the identification of a remedy selected consistent with the NCP for any PCB containing sediments at Deposit A.

Accordingly, Glatfelter agrees to retain an environmental consulting firm ("Consultant") reasonably acceptable to DNR 1) to supplement the RI/FS work already performed by DNR and the Wisconsin Paper Council and 2) to prepare a RI/FS report pursuant to the schedule set out on the accompanying Scope of Work ("SOW"). Glatfelter agrees to complete those tasks according to the schedule set forth in the SOW, and to submit a completed RI/FS report to DNR. DNR, with assistance from Woodward/Clyde Consultants ("WCC"), will review the RI/FS for technical acceptability. The costs of additional work to complete the RI/FS and to prepare the RI/FS report shall be borne by Glatfelter except that DNR shall bear its own costs and the fees and the costs of its contractor for activities described in the SOW. In the event of an inconsistency between this Letter Agreement and SOW, this letter agreement shall control.

In order to facilitate completion of the RI/FS report, DNR shall provide the information and items described in Task 1 of the SOW within one week of the date of this letter agreement or, with respect to Tasks 1.G and 1.H of the SOW, the materials'

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availability, whichever is later. DNR shall provide to the Consultant the results of its activities as set out in the SOW, and DNR shall make its contractors reasonably available for consultation as may be required in order for Glatfelter's consultant to complete the RI/FS in a timely manner. The time for Glatfelter to complete any task shall be extended by an amount equal to any delay in the performance by DNR of any predicate task.

The RI/FS report may be a single document or multiple documents, but it shall incorporate appropriate prior work by DNR, DNR's contractors, Glatfelter, or Blasland & Bouck Engineers, P.C., the Wisconsin Paper Council's consultants, to the extent that work is consistent with the NCP, to avoid duplication of effort. The RI/FS report will be the product of the Consultant even though it incorporates portions prepared by other persons.

Within 30 days of submission of the RI/FS report to DNR, DNR shall provide notice to Glatfelter in writing of those areas in which DNR believes the report is technically deficient. Should DNR identify any areas where it believes the RI/FS report to be technically deficient and should Glatfelter dispute DNR's position, the parties will make good faith efforts to resolve the dispute. If the parties have not reached agreement within 30 days, DNR may direct Glatfelter, on any disputed issue, to include in the RI/FS report material deemed by DNR to be technically acceptable. However, Glatfelter may also include in the RI/FS report an appropriate discussion of Glatfelter's position and its justification.

Within 120 days after completion of the RI/FS report, DNR shall review the document, select the remedy DNR prefers, prepare a "proposed plan" and provide an opportunity for public participation. DNR will provide Glatfelter with a copy of the proposed plan and the notice of public participation.

In order to facilitate settlement of this matter, until DNR has issued a proposed plan, neither DNR nor Glatfelter shall state or imply in any public forum that a particular remedy has been or will be selected for Deposit A.

Nothing in this letter constitutes an admission by Glatfelter or a finding by DNR with respect to the liability or responsibility of any party for any chemical constituents in sediments at Deposit A or, in particular, for the implementation of the RI/FS or any selected remedy for Deposit A. Nothing in this letter constitutes an agreement by Glatfelter or DNR that any particular remedy is appropriate for Deposit A.

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For purposes of this agreement, notices and other formal communications shall be provided to Mr. Richard Wand, Vice President, P. H. Glatfelter Company, Spring Grove, 17362. Glatfelter shall make submissions and provide notifications to Mr. Bruce Baker, Director, Bureau of Water Resources Mgmt., Wisconsin DNR, P.O. Box 7921, Madison, WI, 53707.

This agreement will take effect on the later of the date it is executed by DNR and the date it is executed by Glatfelter. If this letter adequately sets out the terms of our understanding, please execute the enclosed copy and return it to me so that we may proceed with this project. I look forward to a successful and amicable resolution of this matter.

Very truly yours,

P. H. GLATFELTER COMPANY:

By: Richard W. Wand
Richard W. Wand
Vice President -
Administration

Dated: September 28, 1992

This letter adequately sets forth the terms of the agreement between the Wisconsin Department of Natural Resources and the P. H. Glatfelter Company and shall take effect on the date below.

WISCONSIN DEPARTMENT OF
NATURAL RESOURCES:

By: B. Baker
Bruce Baker, Director
Bureau of Water Resources
Wisconsin Dept. Nat. Res.

Dated: 10/1/92

September 28, 1992

Scope of Work for a Remedial
Investigation/Feasibility Study --
Little Lake Butte des Morts Sediment
Remediation Project, Deposit A

This Scope of Work ("SOW") outlines the tasks necessary to develop a Remedial Investigation/Feasibility Study ("RI/FS") report for sediment Deposit A in Little Lake Butte des Morts ("LLBM") which would be consistent with the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") and the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"). The format of the SOW will be briefly to describe the scope of each task (including assumptions, if appropriate), along with a schedule for the task's completion. A bar type schedule for the SOW is attached

The general tasks covered by this SOW are as follows:

- Task 1 -- Review Wisconsin Department of Natural Resources ("DNR") Data
- Task 2 -- Create and Submit Project Operation Plans
- Task 3 -- Sample and Analyze Deposit A Sediments
- Task 4 -- Review Miscellaneous DNR Plans/Documents
- Task 5 -- Revise RI/FS Document Consistent With NCP
- Task 6 -- Meetings and Discussions With DNR and Woodward-Clyde Consultants ("WCC")

Each task is described in more detail below.

1. Task 1 -- Review DNR Data

This task will involve reviewing the data which are to be provided by DNR along with a brief review of the quality of the data. DNR will provide to P. H. Glatfelter Company's ("Glatfelter's") consultant ("Consultant") the following materials and information:

- A. International Technology Corp. sediment and water sampling protocol and any other Sampling and Analysis Plan ("SAP"), Quality Assurance Project Plan ("QAPP"), or Health and Safety Plan ("HSP") developed by DNR or its contractors with respect to Deposit A;

- B. all data and quality assurance/quality control ("QA/QC") documentation from DNR, other Wisconsin state laboratories, or DNR's contractors for all sediment, water, and biota data collection and analysis pertaining to Deposit A or its remediation in the hard copy format in which that data and QA/QC documentation is presently available and in a machine-readable format for all data available in such a format, including polychlorinated biphenyl ("PCB") data and QC data for 277 Fox River sediment core samples, together with a cross-reference between laboratory sample identifications and field sample identifications;
- C. a memorandum dated on or about September 12, 1991, from ASci Corporation containing data on LLBM for xenobiotics, polycyclic aromatic hydrocarbons ("PAHs"), dioxins and furans, and planar PCBs;
- D. a list of applicable or relevant and appropriate regulatory standards ("ARARs") and "to be considered" ("TBC") criteria which have been developed by DNR and the United States Environmental Protection Agency ("EPA") for the Sheboygan River National Priorities List Site; and a list of DNR's ARARs and TBC criteria for Deposit A;
- E. "Revised Proposal for Pre-design Studies LLBM Project - Proposal No. 81061.92" (Woodward Clyde Consultants Proposal for Bench-Scale Studies);
- F. any document presenting expanded pre- and post-monitoring plans for the Deposit A project;
- G. when available, the results of any bench-scale studies performed by DNR or its contractors with respect to Deposit A or its remediation;
- H. when available, a report of the fish tissue sampling and analysis conducted by DNR or its contractors in LLBM and the Lower Fox River in 1992;
- I. a machine-readable copy of the draft RI/FS report previously prepared by WCC; and
- J. DNR's remedial action objectives which pertain to this sediment remediation project.

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Task 1 will involve a review of the data provided by DNR as it arrives. The time period provided does not allow for an exhaustive QA/QC assessment or validation of the data. This SOW assumes that DNR will provide data for PAHs, dioxins/furans, and other constituents, and QA/QC data for PCBs within one week of entry into the accompanying Letter Agreement. This task will be completed with respect to these data two weeks after the data are received from DNR.

2. Task 2 -- Create and Submit Project Operation Plans

This task will involve the development of plans necessary to facilitate additional sampling activities in LLEB Deposit A. Glatfelter will submit to DNR a single document which will include a SAP, QAPP, and HSP. Plans which were previously prepared and approved for similar projects in EPA Region V will generally be acceptable with site specific modification. If (a) the sampling protocol identified in Task 1.A is timely provided by DNR and is consistent with the NCP, (b) the protocols provided by DNR can be used with minimal modifications, and (c) the QA/QC for data provided by DNR in Task 1 allows Glatfelter to include additional sampling of only sediments and the water column at Deposit A in Task 3, then Glatfelter will make its submission to DNR four weeks after the latest of completion of Tasks 1.A, 1.B, and 1.C, (that is, six weeks after receipt by the Consultant of all of the information enumerated in Task 1.A, 1.B, and 1.C). A failure of any of these conditions will authorize an appropriate extension of time. DNR will review and approve, or request modification of, this Task 2 submission within three weeks of receipt of the document.

3. Task 3 -- Sampling and Analysis of Deposit A Sediments and Water Column

This task will involve sampling of Deposit A sediments with analysis for PCBs, total organic carbon ("TOC"), and of a select number of samples for the hazardous substance list ("HSL") and sampling of the Deposit A water column with analysis for PCBs, TOC, and total suspended solids ("TSS"). In addition, geotechnical data will be collected for soils underlying the area described as Deposit A. Sampling will be completed within two weeks of the approval of the project operation plans by DNR. If approval of the project operations plans occurs after November 1, 1992, sampling may be delayed because of inclement weather.

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4. Task 4 -- Revise RI/FS Document Consistent With NCP

This task will involve revising the RI/FS report originally prepared by WCC for DNR to make it consistent with the NCP. This will include incorporation of the data collected in Task 3 into the discussion on Deposit A characterization. The risk assessment previously prepared by Blasland & Bouck Engineers, P.C., on behalf of the Wisconsin Paper Council will also be revised to address DNR's comments and to incorporate additional data on contaminant concentrations, as well as fish data which are currently being collected by DNR (see Task 1.H), and will be included in the RI/FS report. The ARARs and TBC criteria identified by DNR will be addressed in the report. The existing FS, submitted by WCC, will be expanded to include an evaluation of the nine CERCLA criteria for the following potential alternatives:

- * No Action;
- * In-Place Containment;
- * In-Place Treatment;
- * Dredging with In-Lake CDF;
- * Dredging with In-State Disposal;
- * Dredging with Upland Disposal; and
- * Dredging with On-Site Treatment (particle size separation and thermal destruction or upland disposal).

Information from bench-scale studies and monitoring plans provided by DNR will be incorporated, where appropriate. This information will be provided by DNR in a format which can easily be incorporated (i.e., with minimal modifications) into the RI/FS document. Further, figures from WCC's report may be used to the extent possible in the report, with minimal drafting effort to revise sampling location figures, and minor revisions to select figures depicting remedial alternatives. In addition, WCC will permit the Consultant to use WCC's previous RI/FS documents and figures and provide them on diskettes (or similar format) to avoid retyping text and digitizing figures.

Glatfelter shall submit the revised RI/FS report within 6 weeks from the latest of (a) receipt by Glatfelter of the additional data from Task 3, (b) receipt by Glatfelter of DNR's fish data (see Task 1.H), or (c) receipt by Glatfelter of bench-scale study results (see Task 1.G)

Within 30 days of submission of the RI/FS report to DNR, DNR will provide notice to Glatfelter in writing of those areas in which DNR believes the report is technically deficient.

[illegible]

DNR provides data to PHG consultant

Task 1 (to be completed within 2 weeks of receipt of data)

Task 2 (to be completed within 6 weeks of receipt of data described in Tasks 1.A, 1.B, and 1.C)

DNR Review of Task 2 submission

Task 3 (to be completed following approval of Task 2 submission)

Task 4 (to be completed within 6 weeks from the latest of completion of Task 3, receipt of Task 1-H data, or receipt of Task 1-g data)

DNA review of RIFS report

1	2	4	8	11	17	23	28
WEEKS (assuming DNA review and approval as shown)							